IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 313 OF 2005

Maharashtra State Road
Development Corpn. .. Plaintiff.

vs.

Tristar Commuication
Pvt. Ltd., .. Defendants.

Mr. V.C. Ghosalkar for plaintiff.
Mr. R.V. Govilkar for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 23th January,2006.

P.C.

. The present suit is filed on a written contract for advertisement on the Pune Bombay Express Highway. Admittedly, the said contract was for a period of one year commencing from 22.8.2002 to 23.8.2003. The consideration was payable by the defendant to the plaintiff of a sum of Rs. 4,80,000/- in four equal instalments which are as under :-

"Sr.No. Amount Payment Schedule

1. 25% of the yearly Within 10 days of execu-

	rent.	tion of the agreement.
2.	25% of the yearly rent.	One week before the expiry of period of 3 months from the commence-ment of contract.
3.	25% of the yearly rent.	One week before the expiry of period of 6 months from the commence-ment of contract.
4.	25% of the yearly rent of the Second year?	One week before the expiry of period of 9 months from the commence-ment of contract."

2. There is no dispute that the first two instalments are paid and the balance two instalments i.e. the instalments at Sr. Nos. 3 and 4 are admittedly not paid. The only defence raised by the defendant is that he was not allowed to advertise for certain period and, therefore, he has not earned any money and therefore he is not liable to pay. Para 3 of the affidavit in reply indicates that only on 8.10.2003 the plaintiff threatened the defendant to terminate the contract. However, by that time the contract was already completed on 23.8.2003. The learned counsel appearing for the defendant has drawn

my attention to the rejoinder in which correspondence prior to 23.8.2003 has been referred to. In my opinion, there is no defence whatsoever shown. In that light of the matter, I do not find any defence in the present suit. The suit is accordingly decreed in favour of the plaintiff and against the defendant in the sum of Rs. 4,58,612/- The plaintiff is entitled to interest at the rate of 18% p.a. from the date of the suit till payment and/or realisation. Credit of Rs. 32,000/- is to be given. No order as to costs.

3. In view of the disposal of the suit, summons for judgment no. 479 of 2005 does not survive. The same is dismissed accordingly.